

**Christian Fellowship Church**

Received & Inspected

OCT 25 2013

FCC Mail Room

Office of the Secretary
Federal Communications Commission
Attn: Disability Rights Office, Room 3-C438
9300 East Hampton Drive
Capitol Heights, MD 20743

Re: Case Identifier: CGB-CC-0103
Petition for Closed Captioning Exemption
Reply to Request for Supplemental Information

Dear Ms. King

Christian Fellowship Church ("CFC") has received your request for supplemental information in the letter dated September 27, 2013. We appreciate your time and attention to this matter and hope that this letter/filing will assist you in making a solid decision in regard to our request for exemption from closed captioning. The itemized list of information that you that outlined for us is below. For ease of reference, I numbered each item in the order it appeared in your most recent correspondence. I would also like to apologize for any lack of understanding or acumen as to how this process works as we (CFC) are not formally represented by counsel.

Item 1: Name of Programming for which an Exemption is Requested

The title of our program for which we request an exemption is *The Bridge*. *The Bridge* consists of the encouragement and prayers put forth from our church on Sunday mornings. Each episode is approximately a half-hour in duration and is aired weekly on Sunday evenings after our local news on KGBT Channel 4. Before each showing, the program is produced by volunteers and then it is edited by a CFC staff member. *The Bridge* is the only program for which we seek exemption from the FCC's closed captioning requirements.

Item 2: The Nature and Cost of the Closed Captions for the Programming.

A. CFC's cost associated with closed captioning for *The Bridge* would be as quoted by closed captioning providers as follows (documentation enclosed-items A through C):

Provider	Cost /Ep	Other Costs	Annual Cost
Caption Labs (Item A)	\$145.00	\$42 (Formatting to Station Specs)	\$9724.00
Video Caption Corporation (Item B)	\$235.00	\$30 (Shipping & Handling) \$15 (Fuel & Time for station delivery)	\$14560.00
Closed Caption Productions (Item C)	\$224.00	\$50 (Formatting to Station Specs)	\$14248.00

B. We have considered purchasing equipment to enable us to close caption the program ourselves, however; this too is not a viable option due to the exorbitant cost increase. The equipment researched is listed below (documentation enclosed-items D & E):

Equipment Provider	Cost /Ep	Other Costs	Annual Cost
Telestream Software Products (Item D)	*\$60	\$4594.25 (Software License)	\$7714.25
Miranda Technologies (Item E)	*60	\$4200 (Software License) \$500 (Windows License and Boot Camp Set Up)	\$7820.00

* Weekly Labor for doing the Closed Captioning

**Also not factored into the above equipment cost is regular equipment maintenance and updates.

Item 3: The Impact of Captioning on Our Programming Activities

The above listed closed captioning costs represent a 20% to 39% increase in cost for us. This is calculated based on our annual contract with KGBT 4 (document enclosed-item AE) and labor costs (\$400 monthly). As you can see, this is a significant increase and would place a great burden on our organization. Not only would this extra expense impact our ability to produce *The Bridge*, but it would also adversely affect other good works in which our non-profit organization is involved. As stated in our January 2012 filing and in our letter responding to the public notice dated September 27, 2012, we cannot realistically commit more finances to *The Bridge* in light of all the different services we provide. If the CBG decides that CFC must pay for closed

captioning, CFC will have to discontinue either *The Bridge* or other services that we render to our community.

Item 4: Our Financial Resources

We do not have additional information to submit. Our financial ability to provide closed captioning has not changed since our original filing.

Item 5: Video Programming Distributor Assistance

Our distributor KGBT 4 does not offer assistance in closed captioning to privately produced programs like ours. This information was obtained via phone conversation with the station (supporting document enclosed-item F).

Item 6: Additional Sponsorships

We asked several local businesses if they would sponsor closed captioning for *The Bridge*. Each of them were unable to assist us at this time. I have attached the correspondence I sent each of them requesting sponsorship as well as the replies received (Items G through M).

Item 7: Our Operations

Christian Fellowship Church is a registered 501(c)3 non-profit and is chartered in the State of Texas. We have been inspiring, educating and motivating groups and individuals in the Christian faith since 1982. These are our objectives:

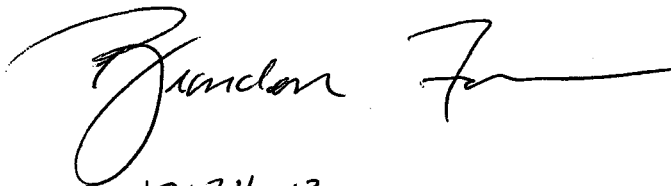
- to be a dynamic, scriptural, perpetual organization empowered by the Holy Spirit to share Christ with as many people as possible in our church, community and throughout the world;
- to be a worshiping fellowship experiencing an awareness of God, recognizing His person and responding in obedience to His leadership;
- to experience an increasingly meaningful fellowship with God and fellow believers;
- to help people experience a growing knowledge of God and man;
- to be a church which ministers unselfishly to people in the community and in the world in Jesus' name;
- and to be a church whose purpose is to be Christ-like in our daily living.

Some of the programs we use in our operations to be the "hands and feet" of our vision and mission are:

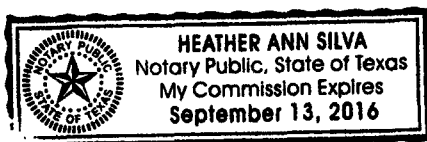
- Worship services
- Prayer times
- Youth mentorship
- Christian education
- Benevolence Ministry
- Praying for and tending to the sick
- Helping widows
- Buying lunch for local law enforcement and soldiers
- Praying for our government and those in authority over us
- Christian counseling
- Financial advice
- Temporary jobs for individuals in need
- Back Packs as gifts for school children
- Financial support to help feed kids at the Harlingen Boys and Girls Clubs
- Financial support for feeding orphans in Guatemala and Kenya
- Financial support to LIFE, a local educators leadership development organization
- Retreats for groups and individuals to be encourages in their life's journey

Item 8: Affidavit or Declaration

I, Brandon Farr, hereby attest that under penalty of perjury, that the information in this submission is indeed true and accurate to the best of my knowledge.



Signed on 10.24.13 before the below stamped Notary Public.



Heather Ann Silva
10/24/13

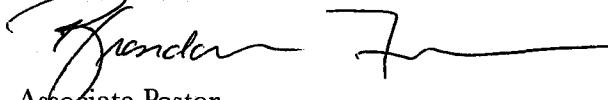
Prayer

We, CFC, appreciate the FCC's guidelines and the CGB's efforts to ensure that rights are protected. Our prayer is the same as previously stated:

CFC by no means makes any attempt to not abide by the FCC's guidelines. CFC's #1 desire is to make our program, *The Bridge*, available to as many people as possible. If it were possible, we would provide it to every person suffering from hearing impairment in our community. CFC has a long and distinguished track record for providing sign language interpretation during our worship services. I can assure the FCC and review board that CFC's heart is to provide and make available our message of hope to the World. Unfortunately, we have to take a realistic look at what we are able to provide financially. The unfortunate truth in this instance is that CFC cannot afford to provide closed captioning at this time. If the Bureau ultimately decides that CFC must pay for closed captioning, CFC will have to discontinue its production of *The Bridge*. This would be a sad day for our Church and our community. On behalf of CFC, I respectfully request that you enter an order renewing our program's exemption from the Commission's closed captioning rules.

Respectfully submitted,

Brandon Farr



Associate Pastor
The Bridge Director
Christian Fellowship Church
PO Box 530158
Harlingen, TX 78553
(956) 428-2088
brandon@cfcharlingen.com

Enclosures

Received & Inspected

OCT 25 2013

Item A

FCC Mail Room

Ben Kalb <bkalb@captionlabs.com>

To: Front Desk

CaptionLabs Quote

October 3, 2013 2:03 PM



captionlabs: quote

Dear Brandon,

Thank you for contacting us about providing closed captioning services for your TV program. We have extended special discount pricing that we offered at this year's NRB convention. Below you will find your quote.

Roll-Up Closed Captioning

2-3 Line Roll-Up Captioning

Includes Transcript and Caption Formatting

28:30 Program ~~\$145~~ Per Episode +
(regular price \$237 per episode)

StationDrop Digital Delivery

Encoding to TV Station Specs & Delivery

SD Files - ~~\$42~~ per delivery

HD Files - \$82 per delivery

One-Time Setup Fee - \$100 per station (waived)

[StationDrop.pdf](#)

New Client Forms

Please fax forms to (614) 310-1301

[New Account Application.pdf](#)

[Credit Card Authorization.doc](#)

Turn Around:

Two Business Days

Accepted Formats:

Pro-Res, DVCPro/DV,

MPEG-2, XDCAM

Mailing Address:

CaptionLabs

1010 Taylor Station Rd., Suite E

Columbus, OH 43230

Phone: (614) 310-1300

Fax: (614) 310-1301

Small File Upload (2GB limit):

[click here](#)

$$(145 + 42) \times 52$$

\$ ~~6090~~

\$ 9724

You are receiving this email because info@crcharlinden.com requested a quote from CaptionLabs. If you would like to update your contact information or no longer wish to receive our emails, [click here](#).

1010 Taylor Station Rd., Suite E Columbus, Ohio 43230 United States

Item B

Constance Carlson <ccarlson@vicaps.com>

October 3, 2013 3:07 PM

To: info@cfcharlingen.com

Cc: Rita Caswell <rcaswell@vicaps.com>, Tiffany Thomas <tstthomas@vicaps.com>, Traffic Department <traffic@vicaps.com>

Closed Captioning Quote

1 Attachment, 9 KB

Hi Brandon and Heather,

Good speaking with Heather earlier! Video Caption Corporation would be delighted to assist you with the Closed Captioning of your 30-minute weekly religious shows. As I understand it, you would provide video masters to us as digital files. Our deliverable to you would be Closed Caption Master (Basic Roll-up Style Captions) authored to DVD/ autoplay.

Pricing: \$235 per show (discounted)

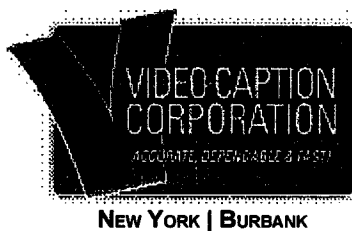
Price includes transcription, captioning, DVD authoring, and disc stock. Our standard turnaround for your project is 3 business days. Expedited turnarounds are available for an additional charge. Shipping and handling are additional.

I'll follow up with you tomorrow to discuss our quote and answer any questions you may have!

Best regards,

Constance

Constance Carlson
Vice President, Sales & Marketing



800-705-1204 (phone)

800-705-1207 (fax)

ccarlson@vicaps.com

www.vicaps.com

OneHub

\$ 235

+ Shipping ; Handling (Approx \$30)

+ Employee Time ; gas to (ABO) + \$15
Deliver

\$ 280

X 52

\$ 14,560

Item C

Larry Driver <ldriver@ccproductions.com>
To: CFC INFO <info@cfcharlingen.com>
Re: Closed Captioning Software

October 10, 2013 10:08 AM

Hi, Heather.

I'm not exactly sure what file type you are looking for. We can provide a variety of caption file types that you could possibly use on a Mac in your video non-linear editing system to add captions to a program. The cost for a roll-up style caption file per episode would be \$224, again, assuming you can do the encoding of the video at your site. If you would need to upload an MPEG or other video file type to us for embedding of closed captioning, there is an additional \$50 charge. The file type would depend on the requirements of your broadcaster.

Thank you!

Larry Driver

Closed Caption Productions
2852 Chandelle Ln. (FedEx/UPS Shipping)
PO Box 2780 (U.S. Mail)
Overgaard AZ 85933
602-456-0977
ldriver@ccproductions.com
www.ccproductions.com

$$(224 + 50) \times 52$$

14,248

On Thu, Oct 10, 2013 at 8:02 AM, CFC INFO <info@cfcharlingen.com> wrote:

Good morning,

Can you please provide me with pricing for closed captioning software used on mac computers.
We have a show that airs 1X week (28min 3sec)

Thanks,
Heather

Giovanni Galvez <giovannig@telestream.net>
To: CFC INFO <info@cfcharlingen.com>
RE: closed captioning software

October 10, 2013 10:07 AM

1 Attachment, 953 bytes

To Heather,

Sorry you are having issues with our website. I have alerted our administrator to look into it.

Please see pricing below:

WebPlus and 1 Year Support Contract

MacCaption/CaptionMaker WebPlus. For more information: [WebPlus](#)

Our price: \$4594.25

+ (3 hrs weekly @ \$20/hr)
See details

= \$7714.25

DTV and 1 Year Support Contract

For more information: [DTV](#)

↓ \$3,120

Our price: \$8044.25

[See details](#)

HD Enterprise and 1 Year Support Contract

HD Enterprise, our flagship software. For more information: [HD Enterprise](#)

Our price: \$10344.25

Giovanni Galvez
Telestream
Caption Team
giovannig@telestream.net

301-738-8487 ext. 103

From: CFC INFO [mailto:info@cfcharlingen.com]

Sent: Thursday, October 10, 2013 10:25 AM

To: Giovanni Galvez

Subject: Re: closed captioning software

Jeff.Mangels@miranda.com
 To: info@cfcharlingen.com
 Cc: <sales@softel-usa.com>
 Miranda Technologies Softel - Solutions

October 10, 2013 10:46 AM

Hi Silvia,

Thank you for contacting Miranda Technologies - Softel Solutions

Pricing for our Swift Create system varies based on what is required. You mentioned Closed Captioning which is one of our variants of Swift Create. Pricing starts at approx \$4,200 for an organization such as yours and a single variant system.

You also mentioned that you only use Mac systems. Swift Create is a Windows based program however we do have the program installed on Mac's using BootCamp and a Windows OS. This is a proven solution for those customers that only have Mac's. BootCamp allows you to boot to the Windows OS you can then run Swift Create this is a seamless solution and works perfectly.

If you have any other questions or requirements please let me know and feel free to contact me at anytime.

Jeff

Jeff Mangels | Customer Services Manager
 Miranda Technologies | Tel: +1 720-214-8372 | 203-822-1335
 Miranda Technologies is a brand of Belden Inc.

*4,200
 + 500 (Setting up Boot Camp
 purchase of Windows
 OS)
 + 3 hrs time weekly (20)

First Name	Heather
Last Name	Silva
Email	info@cfcharlingen.com
Company	Christian Fellowship Church
Country	United States
*Tell us about your project:	I would like pricing for closed captioning software emailed to me. We only use Mac computers. Thanks

60 x 52 = \$3120
 + 4700
 \$7820

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KGBT
9201 West Expressway 83
Harlingen, TX 78552
(956) 366-4444

<http://www.kgbt4.com/>

And:

Christian Fellowship.
P.O. Box 530158
Harlingen, TX 78553-0158

CONTRACT

<u>Contract / Revision</u> 331096 /		<u>Alt Order #</u>
<u>Product</u> Jan - Dec 2013		
<u>Contract Dates</u> 12/31/12 - 12/29/13		<u>Estimate #</u>
<u>Advertiser</u> Christian Fellowship.		<u>Original Date / Revision</u> 12/13/12 / 10/22/13
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Calendar	<u>Cash/Trade</u> Cash
<u>Station</u> KGBT	<u>Account Executive</u> Mari Cortes	<u>Sales Office</u> KGBT House Ac
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>IDB#</u>	<u>Advertiser Code</u>	<u>Product Code</u>
<u>Agency Ref</u>		<u>Advertiser Ref</u>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	KGBT	12/31/12	12/29/13	Broad Rotator	5a-5x		28:30				NM	52	\$32,760.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		12/31/12	01/06/13	-----S				1	\$630.00	0.00			
Week:		01/07/13	01/13/13	-----S				1	\$630.00	0.00			
Week:		01/14/13	01/20/13	-----S				1	\$630.00	0.00			
Week:		01/21/13	01/27/13	-----S				1	\$630.00	0.00			
Week:		01/28/13	02/03/13	-----S				1	\$630.00	0.00			
Week:		02/04/13	02/10/13	-----S				1	\$630.00	0.00			
Week:		02/11/13	02/17/13	-----S				1	\$630.00	0.00			
Week:		02/18/13	02/24/13	-----S				1	\$630.00	0.00			
Week:		02/25/13	03/03/13	-----S				1	\$630.00	0.00			
Week:		03/04/13	03/10/13	-----S				1	\$630.00	0.00			
Week:		03/11/13	03/17/13	-----S				1	\$630.00	0.00			
Week:		03/18/13	03/24/13	-----S				1	\$630.00	0.00			
Week:		03/25/13	03/31/13	-----S				1	\$630.00	0.00			
Week:		04/01/13	04/07/13	-----S				1	\$630.00	0.00			
Week:		04/08/13	04/14/13	-----S				1	\$630.00	0.00			
Week:		04/15/13	04/21/13	-----S				1	\$630.00	0.00			
Week:		04/22/13	04/28/13	-----S				1	\$630.00	0.00			
Week:		04/29/13	05/05/13	-----S				1	\$630.00	0.00			
Week:		05/06/13	05/12/13	-----S				1	\$630.00	0.00			
Week:		05/13/13	05/19/13	-----S				1	\$630.00	0.00			
Week:		05/20/13	05/26/13	-----S				1	\$630.00	0.00			
Week:		05/27/13	06/02/13	-----S				1	\$630.00	0.00			
Week:		06/03/13	06/09/13	-----S				1	\$630.00	0.00			
Week:		06/10/13	06/16/13	-----S				1	\$630.00	0.00			
Week:		06/17/13	06/23/13	-----S				1	\$630.00	0.00			
Week:		06/24/13	06/30/13	-----S				1	\$630.00	0.00			
Week:		07/01/13	07/07/13	-----S				1	\$630.00	0.00			

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, Advertiser, and Agency are each obligated as follows, to pay to STATION the amount of bills rendered by STATION within the time specified and until payment in full is received by STATION.

i. Subject to paragraph (ii) below, Agency is liable for payment to STATION. Agency shall keep records related to payments received from Advertiser with respect to this Agreement. Upon reasonable notice from STATION, Agency shall allow STATION to review such records with respect to Agency's and Advertiser's performance under this Agreement.

ii. Advertiser is liable for payment to STATION for amounts owing but not paid to the Agency by Advertiser.

iii. If STATION initiates formal collection proceedings in the event of non-payment of bills, the Agency and/or Advertiser against which proceedings are brought (consistent with the liability structure in (i) and (ii) above), shall be liable in addition for collection fees, court costs and attorney fees.

Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Barrington Broadcasting Group and its stations do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.



KGBT
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Harlingen, TX 78552
(956) 366-4444

<http://www.kgbt4.com/>

Contract / Revision	Alt Order #
331096 /	

Contract Dates	Product	Estimate #
12/31/12 - 12/29/13	Jan - Dec 2013	

Advertiser	Original Date / Revision
Christian Fellowship.	12/13/12 / 10/22/13

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
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Week:		07/15/13	07/21/13	-----S				1	\$630.00	0.00			
Week:		07/22/13	07/28/13	-----S				1	\$630.00	0.00			
Week:		07/29/13	08/04/13	-----S				1	\$630.00	0.00			
Week:		08/05/13	08/11/13	-----S				1	\$630.00	0.00			
Week:		08/12/13	08/18/13	-----S				1	\$630.00	0.00			
Week:		08/19/13	08/25/13	-----S				1	\$630.00	0.00			
Week:		08/26/13	09/01/13	-----S				1	\$630.00	0.00			
Week:		09/02/13	09/08/13	-----S				1	\$630.00	0.00			
Week:		09/09/13	09/15/13	-----S				1	\$630.00	0.00			
Week:		09/16/13	09/22/13	-----S				1	\$630.00	0.00			
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Week:		12/23/13	12/29/13	-----S				1	\$630.00	0.00			
Totals										0.00		52	\$32,760.00

Time Period	# of Spots	Gross Amount	Net Amount
01/01/13 - 01/31/13	4	\$2,520.00	\$2,520.00
02/01/13 - 02/28/13	4	\$2,520.00	\$2,520.00
03/01/13 - 03/31/13	5	\$3,150.00	\$3,150.00
04/01/13 - 04/30/13	4	\$2,520.00	\$2,520.00
05/01/13 - 05/31/13	4	\$2,520.00	\$2,520.00
06/01/13 - 06/30/13	5	\$3,150.00	\$3,150.00
07/01/13 - 07/31/13	4	\$2,520.00	\$2,520.00
08/01/13 - 08/31/13	4	\$2,520.00	\$2,520.00
09/01/13 - 09/30/13	5	\$3,150.00	\$3,150.00
10/01/13 - 10/31/13	4	\$2,520.00	\$2,520.00
11/01/13 - 11/30/13	4	\$2,520.00	\$2,520.00
12/01/13 - 12/29/13	5	\$3,150.00	\$3,150.00
Totals	52	\$32,760.00	\$32,760.00

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(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, Advertiser, and Agency are each obligated as follows, to pay to STATION the amount of bills rendered by STATION within the time specified and until payment in full is received by STATION.

i. Subject to paragraph (ii) below, Agency is liable for payment to STATION. Agency shall keep records related to payments received from Advertiser with respect to this Agreement. Upon reasonable notice from STATION, Agency shall allow STATION to review such records with respect to Agency's and Advertiser's performance under this Agreement.

ii. Advertiser is liable for payment to STATION for amounts owing but not paid to the Agency by Advertiser.

iii. If STATION initiates formal collection proceedings in the event of non-payment of bills, the Agency and/or Advertiser against which proceedings are brought (consistent with the liability structure in (i) and (ii) above), shall be liable in addition for collection fees, court costs and attorney fees.

Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Barrington Broadcasting Group and its stations do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.

Confirmation Contract Terms and Conditions

The person, firm or corporation (including but not limited to organizations known as advertising agencies or media buying services) contracting for television time (hereinafter called CLIENT) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract and future contracts include the page entitled "Confirmation Contract" and these additional terms and conditions:

1. PAYMENT AND BILLING

- a. STATION will render invoices to CLIENT not less often than monthly, unless otherwise stipulated in this contract.
- b. Any non-airtime or packaged items may be billed separately and be subject to different terms and conditions. Package items may include products from other Barrington owned or operated affiliates or include non-airtime products.
- c. Invoice(s) shall act as the sole proof-of-performance and/or completion of services for this Agreement.
- d. Where credit has been granted, payment is due within 30 days after receipt of invoice by CLIENT. Amounts not paid within 30 days from the invoice date, may be subject to finance charges at the rate of 1.5% per month or the maximum allowable by law, whichever is lower.
- e. Where a dispute arises over the amount or timing of a commercial announcement, CLIENT agrees to remit that portion of the invoice not in dispute within 15 days after receipt of invoice by CLIENT, and acceptance by STATION shall in no way be construed as an admission by STATION of the validity of CLIENT'S dispute. Further, CLIENT shall, within 21 days from receipt of invoice send written notice of disputed item(s) to STATION.
- f. Notwithstanding to whom bills are rendered, Advertiser, and Agency are each obligated as follows, to pay to STATION the amount of bills rendered by STATION within the time specified and until payment in full is received by STATION.
 - i. Subject to paragraph (ii) below, Agency is liable for payment to STATION. Agency shall keep records related to payments received from Advertiser with respect to this Agreement. Upon reasonable notice from STATION, Agency shall allow STATION to review such records with respect to Agency's and Advertiser's performance under this Agreement.
 - ii. Advertiser is liable for payment to STATION for amounts owing but not paid to the Agency by Advertiser.
 - iii. If STATION initiates formal collection proceedings in the event of non-payment of bills, the Agency and/or Advertiser against which proceedings are brought (consistent with the liability structure in (i) and (ii) above), shall be liable in addition for collection fees, court costs and attorney fees.

2. TERM AND TERMINATION

- a. The contract term is as indicated on the face of the contract unless terminated earlier as set forth below or as otherwise extended in writing.
- b. Announcements-Contracts of two consecutive weeks or less are not cancelable. Contracts may be canceled upon two weeks prior notice, but no such cancellation shall be effective until two broadcast weeks as contracted for have been broadcast following receipt of such notice.
- c. Programs-Contracts may be canceled as stated on the face of the contract.
- d. If CLIENT cancels contract, CLIENT will pay to STATION all amounts owing for services rendered at the STATION'S published rates for a similar broadcast schedule. If STATION cancels contract CLIENT shall have the benefit of the same rates which would have been earned had it been allowed to complete the contract.

3. EFFECT OF BREACH

- a. STATION reserves the right to cancel this contract upon default by CLIENT in the payment of bills or other material breach of the terms hereof at any time. Upon such cancellation, all charges shall become immediately due and payable. If station cancels by reason of CLIENT'S material breach, CLIENT'S only liability shall be to pay for broadcasts completed prior to cancellation by STATION.
- b. In the event of a material breach by STATION in performing this contract, CLIENT reserves the right to cancel this contract at any time upon prior notice.

4. FAILURE TO BROADCAST

If, due to any cause beyond STATION'S control, there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the uninterrupted or omitted commercial announcement or program. If no such substitute time period, or makegood, is acceptable to CLIENT, STATION shall allow CLIENT (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to such charges at time of purchase and (2) with respect to a commercial announcement, an acceptable makegood, or a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. CLIENT shall have the benefit of the same rates which would have been earned if there had been no interruption or omission in the broadcast. The STATION's liability for failure of a scheduled commercial announcement or program to air, for any reason, is limited to the cost of the commercial announcement or program as shown on this contract.

5. SUBSTITUTION OF PROGRAMS

October 23, 2013

To Whom It May Concern:

KGBT-TV does not provide closed captioning services for commercials or programs aired on our channel, whether live or pre-recorded. Pre-recorded commercials or programs must have closed captioning embedded into the recording. For live programs, other than our news programs, KGBT-TV does not provide real-time closed captioning.

If further information is needed, please call me at (956) 366-4410.

Thank you,

A handwritten signature in black ink, appearing to read "Linda G. Deicla".

Linda G. Deicla
KGBT-TV Business Manager/Media Operations Manager

KGBT-TV • 9201 W. Expressway 83, Harlingen, TX 78552
Ph (956) 366-4444 • Fax (956) 366-4494
www.ValleyCentral.com

Item G

Brandon Farr <brandon@cfcharlingen.com>

October 21, 2013 12:14 PM

To: [REDACTED] <sunvalleyent@aol.com>

Cc: Joe Salazar [REDACTED] Trey Colvin [REDACTED]

[REDACTED] [REDACTED] [REDACTED] Bowen [REDACTED]

Rhonda Bower [REDACTED]

CFC's The Bridge Sponsorship Opportunity



Dear Business Leaders,

As many of you know, Christian Fellowship Church produces a program titled *The Bridge* which airs on Sunday nights after our local news on KGBT Channel 4. Our program makes a positive impact in thousands of people on a weekly basis.

What you may not know is that there is a Federal Communications Commission that sets forth guidelines for television programs. Under these guidelines, our program fits criterion in which we are required to provide closed captioning for the hearing impaired.

Providing closed captioning for *The Bridge* would increase our program expense by more than 25%. This increase in cost would, unfortunately, cause CFC to stop producing *The Bridge*.

The FCC suggests that CFC seek out sponsorship for closed captioning. We appreciate the FCC's efforts to ensure the rights of the hearing impaired and we happily seek out such sponsorship. Our heart for *The Bridge* is that as many people as possible could enjoy and benefit from its encouragement and prayers. But, as you know, in any endeavor we have to take a realistic look at what we are able to afford. At this time, CFC cannot afford to provide closed captioning for *The Bridge*.

Would you consider sponsoring, in part or in whole, closed captioning services for *The Bridge*? The closed captioning costs are outlined below:

Caption Labs quoted us \$145 per episode plus an additional \$42 for delivering the program to the TV station.

- **Weekly Cost: \$187**

- **Yearly Cost: \$9724**

I appreciate your consideration in this matter and look forward to hearing from you.

Sincerely,

Brandon Farr
Associate Pastor
The Bridge Director
Christian Fellowship Church
(956) 428-2088

Sun Valley Enterprise [REDACTED]
To: Brandon Farr
Re: CFC's The Bridge Sponsorship Opportunity

October 22, 2013 1:39 PM

Good Day Brandon,

Thank you for taking Sun Valley Enterprise, Inc. into consideration and inviting us to sponsor The Bridge. We acknowledge and recognize the importance of closed captioning services for The Bridge and agree that its cause is for a good purpose. However, at this time we are unable to offer any sponsorship. We wish you the best in your efforts to raise the funding.

Sincerely,

Sun Valley Enterprise, Inc.
1117 N. Stuart Place Rd., Ste. 102
Harlingen, TX 78552
Phone: 956-423-2224
Fax: 956-423-3377

-----Original Message-----

From: Brandon Farr [REDACTED]
To: Kemp Dubea [REDACTED]
Cc: Joe Salazar [REDACTED]; Trey Colvin [REDACTED] bclark63 [REDACTED] jfijbp [REDACTED]; Rob Bowen [REDACTED]; Rhonda Bowen [REDACTED]
Sent: Mon, Oct 21, 2013 12:14 pm
Subject: CFC's The Bridge Sponsorship Opportunity

Dear Business Leaders,

As many of you know, Christian Fellowship Church produces a program titled *The Bridge* which airs on Sunday nights after our local news on KGBT Channel 4. Our program makes a positive impact in thousands of people on a weekly basis.

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Providing closed captioning for The Bridge would increase our program expense by more than 25%. This increase in cost would, unfortunately, cause CFC to stop producing The Bridge.

The FCC suggests that CFC seek out sponsorship for closed captioning. We appreciate the FCC's efforts to ensure the rights of the hearing impaired and we happily seek out such sponsorship. Our heart for *The Bridge* is that as many people as possible could enjoy and benefit from its encouragement and prayers. But, as you know, in any endeavor we have to take a realistic look at what we are able to afford. At this time, CFC cannot afford to provide closed captioning for *The Bridge*.

Would you consider sponsoring, in part or in whole, closed captioning services for *The Bridge*? The closed captioning costs are outlined below:

Caption Labs quoted us \$145 per episode plus an additional \$42 for delivering the program to the TV station.

-Weekly Cost: \$187

-Yearly Cost: \$9724

I appreciate your consideration in this matter and look forward to hearing from you.

Sincerely,

Rob Bowen [REDACTED]
To: Brandon Farr
Re: CFC's The Bridge Sponsorship Opportunity

October 21, 2013 6:37 PM

Hey Brandon;
Always good to here from you. Hope all is well with you, the Church and your family.
Thanks for the opportunity to sponsor the program, however given our budget restraints we simply can't afford that kind of cash out lay at this time.
Please give us another chance next year when your looking for some more sponsors.
Rob Bowen

Sent from my iPhone

On Oct 21, 2013, at 12:14 PM, Brandon Farr [REDACTED] wrote:

Dear Business Leaders,

As many of you know, Christian Fellowship Church produces a program titled *The Bridge* which airs on Sunday nights after our local news on KGBT Channel 4. Our program makes a positive impact in thousands of people on a weekly basis.

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- **Yearly Cost: \$9724**

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Sincerely,

Brandon Farr
Associate Pastor
The Bridge Director
Christian Fellowship Church
(956) 428-2088

Trey Colvin [REDACTED]
To: Brandon Farr
Re: CFC's The Bridge Sponsorship Opportunity

October 21, 2013 4:40 PM

Mr. Farr:

Having reviewed the information provided, my firm is not currently in a position to provide sponsorship for closed captioning services. I apologize for any inconvenience this may cause.

Please do not hesitate to call with any questions or if clarification is required.

Thanks,

Norton A. "Trey" Colvin III - Partner
COLVIN, CHANEY, SAENZ & RODRIGUEZ, L.L.P.
1201 E. Van Buren
P.O. Box 2155
Brownsville, Texas 78522-2155
Telephone: 956-542-7441
Facsimile: 956-541-2170

[REDACTED]
<http://www.rcclaw.com>

CONFIDENTIALITY NOTICE: This email transmission contains confidential information which is legally privileged. The information is intended only for the use of the recipient named below. If you are not the recipient indicated in the salutation of this email, you have received this email in error. If so, please do not read it; please return it to us with an indication that it was misdirected and delete the email you received from your system. You are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this email's information is without permission and violates all applicable privileges.

On Oct 21, 2013, at 12:14 PM, Brandon Farr [REDACTED] wrote:

Dear Business Leaders,

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Caption Labs quoted us \$145 per episode plus an additional \$42 for delivering the program to the TV station.

RH Bowen [REDACTED]
To: Brandon Farr
Re: CFC's The Bridge Sponsorship Opportunity

October 22, 2013 3:48 PM

Thank you for your inquiry, but I am not interested at this time.
Best Regards
Rhonda Bowen

Sent from my iPhone

On Oct 21, 2013, at 12:14 PM, Brandon Farr [REDACTED] wrote:

Dear Business Leaders,

As many of you know, Christian Fellowship Church produces a program titled *The Bridge* which airs on Sunday nights after our local news on KGBT Channel 4. Our program makes a positive impact in thousands of people on a weekly basis.

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I appreciate your consideration in this matter and look forward to hearing from you.

Sincerely,

Brandon Farr
Associate Pastor
The Bridge Director
Christian Fellowship Church
(956) 428-2088

From: [REDACTED]
Subject: Re: CFC's The Bridge Sponsorship Opportunity
Date: October 24, 2013 at 11:28 AM
To: Brandon Farr brandon@cfcharlingen.com

Dear Mr. Farr ,

Thank you for your inquiry for support of the Closed Captioning on your program The Bridge.

Unfortunately, it has been a very tough year in our farming operation. We therefore will not be able offer any support for your program.

Sincerely,

Mark R. Jud
Secretary/Treasurer
Johnson Farms Inc.

On Oct 21, 2013, at 12:14 PM, Brandon Farr <brandon@cfcharlingen.com> wrote:

Dear Business Leaders,

As many of you know, Christian Fellowship Church produces a program titled *The Bridge* which airs on Sunday nights after our local news on KGBT Channel 4. Our program makes a positive impact in thousands of people on a weekly basis.

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- **Weekly Cost: \$187**

- **Yearly Cost: \$9724**

I appreciate your consideration in this matter and look forward to hearing from you.

Sincerely,

From: [REDACTED]
Subject: Re: Sponsorship Opportunity
Date: October 24, 2013 at 11:59 AM
To: Brandon Farr brandon@cfcharlingen.com
Cc: dclark63 [REDACTED]

Dear Brandon,

Thank you for considering me as a prospective sponsor. Regrettably, I am not able to contribute as a sponsor for the closed-captioning of *The Bridge* program.

Sincerely,

William Clark

On Oct 24, 2013, at 10:53 AM, Brandon Farr wrote:

Dear Business Leaders,

As many of you know, Christian Fellowship Church produces a program titled *The Bridge* which airs on Sunday nights after our local news on KGBT Channel 4. Our program makes a positive impact in thousands of people on a weekly basis.

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